— Mich. —, 122 N. W. 263, and as to the principles involved in such cases, 2 MICH. LAW REV. 151, 235, 422; 4 Id. 400; 6 Id. 245.

NEGLIGENCE—LIABILITY OF MANUFACTURER TO THIRD PERSONS—ELEMENTS OF DAMAGES.—In an action to recover for injuries resulting from the explosion of a coffee urn, sold by the defendant to a jobber, who in turn sold it to a hotel company of which the plaintiff was president, the lower court permitted the plaintiff, against objection, to testify as to the amount he had invested in the company as a basis for damages for mental suffering; evidence of expenses incurred in a trip to the south for plaintiff's health were also admitted, as an element of damage. A letter of a former officer of the defendant, stating that the urn was defective, was admitted over the defendant's objection. *Held,* the manufacturer was liable, but the evidence above mentioned was inadmissible. *Statler* v. *Geo. A. Ray Mfg. Co.* (1909), 195 N. Y. 478, 88 N. E. 1063.

There were no contractual relations between the parties to the action, but the plaintiff proceeded on the theory that the defendant was liable for the negligent construction of an inherently dangerous article. It is well settled that the manufacturer and vendor are liable to third persons for injury resulting from such manufacture of an inherently dangerous appliance. *Torgesen* v. *Schultz,* 192 N. Y. 156; *Keep* v. *Nat'l Tube Co.,* 154 Fed. 121, 127; THOMPSON, NEGLIGENCE, § 825 et seq. In the *Torgesen* case the court quotes with approval from *Heaven* v. *Pendler,* L. R. 11 Q. B. D. 503, which states the principle that the manufacturer may become liable for injury naturally following from a defective construction. But the evidence of plaintiff's interest in the hotel as a basis for damages for mental suffering was clearly incompetent, as was also evidence of the amount expended in a trip to regain health. The letter of a former officer of the defendant to the defendant, indicating the defective character of the urn and stating an attempt to suppress information concerning the accident, having no proper foundation for its admission, was also incompetent. See preceding note.

OFFICERS—CLERKS OF COURT—ADMISSION OF ATTORNEYS—FEES.—Petitioner was duly examined and recommended with others for admission to the Illinois bar. The clerk of the court was directed to prepare licenses for the successful applicants. Whereupon the clerk demanded a fee of five dollars for administering the oath, entering the name on the roll, certifying it and furnishing an engrossed parchment license. *Held,* the clerk could charge only the statutory fee of one dollar for administering the oath, entering the name on the roll, and certifying it; no charge could be made for an engrossed parchment of license. *In re Reardon* (1909), — Ill. —, 89 N. E. 169.

The principle of law embodied in the above case is simply that a clerk of court takes his office cum onere and must gratuitously perform his official duties unless by statute entitled to a compensation; such statutes are strictly construed. *Reese* v. *Cleburne County,* 139 Ala. 299, 35 South. 879; *State* v. *Board of Police Commissioners,* 108 Mo. App. 98, 82 S. W. 960; *Buckman* v. *Missouri etc. R. Co.,* 121 Mo. App. 299, 98 S. W. 820; *Guilford* v. *Board of Commissioners of Beaufort County,* 120 N. C. 23, 27 S. E. 94; *Green Lake Co.*